

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

PHOENIX REO, LLC, as assignee of Phoenix NPL,
LLC, assignee of the Federal Deposit Insurance)
Corporation, as Receiver for The National Republic)
Bank of Chicago,)
Plaintiff,)
v.) Case No. 2014 CV 08629
ALBERT BABA, MARGRIT BABA, PAP, INC.,)
UNKNOWN OWNERS and NONRECORD)
CLAIMANTS,)

**PLAINTIFF'S MOTION FOR
ENTRY OF JUDGMENT OF FORECLOSURE AND SALE**

PHOENIX REO, LLC, as assignee of Phoenix NPL, LLC, assignee of the Federal Deposit Insurance Corporation, as Receiver for The National Republic Bank of Chicago (“Plaintiff”), by and through its attorney, Sandra A. Franco of Arnstein & Lehr LLP, moves pursuant to Section 735 ILCS 5/15-1506 of the Illinois Mortgage Foreclosure Law for the entry of a Judgment of Foreclosure and Sale in its favor and against Albert Baba, Margrit Baba, Pap, Inc, Unknown Owners and Nonrecord Claimants and in support thereof, states as follows:

1. Plaintiff filed its Complaint for Mortgage Foreclosure and Other Equitable Relief (the “Complaint”) on October 14, 2014. The Complaint seeks foreclosure of the “Mortgage” and “Security Agreement” (as that term is defined in the Complaint).
2. Concurrently with this Motion for Entry of Judgment of Foreclosure and Sale, this Court entered a default order against Margrit Baba, Unknown Owners and Nonrecord Claimants for its failure to defend or deny the allegations set forth in the Complaint. This Court has also concurrently a pending motion for summary judgment against Albert Baba and Pap, Inc.

3. Plaintiff's claim for damages is for a sum that is made certain by computation and is more specifically set forth in Plaintiff's L.R. 56.1 Statement of Undisputed Facts, Exhibit C - Affidavit of Amounts Due and Owing, and expressly incorporated herein. [Dkt. No. 38, Pl. St., Exhibit C].

4. Plaintiff's attorneys' fees and court costs are more specifically set forth in Plaintiff's L.R. 56.1 Statement of Undisputed Facts, Exhibit D - Affidavit of Attorneys' Fees and Costs, and expressly incorporated herein. [Dkt. No. 38, Pl. St., Exhibit D].

5. Plaintiff's Loss Mitigation Affidavit is attached hereto as Exhibit A, and expressly incorporated herein.

6. Based on the foregoing, Plaintiff is entitled to a Judgment of Foreclosure and Sale as a matter of law.

Plaintiff, PHOENIX REO, LLC, as assignee of Phoenix NPL, LLC, assignee of the Federal Deposit Insurance Corporation, as Receiver for The National Republic Bank of Chicago, respectfully requests that this Honorable Court enter an order for Judgment of Foreclosure and Sale; and for such other and further relief this Honorable Court deems just and proper.

Sandra A. Franco (#6286182)
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Attorney for Plaintiff
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Chicago, Illinois 60606
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Respectfully submitted,
PHOENIX REO, LLC, as assignee of
Phoenix NPL, LLC, assignee of the Federal
Deposit Insurance Corporation, as Receiver
for The National Republic Bank of Chicago,

By: /s/ Sandra A. Franco
One of its attorneys

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PHOENIX NPL, LLC, as assignee of the Federal Deposit Insurance Corporation, as Receiver for The National Republic Bank of Chicago,)	
Plaintiff,)	Case No. 14 CV 8629
v.)	
)	2949 W. Peterson
ALBERT BABA, an individual, MARGRIT BABA, an individual, PAP, INC., an Illinois corporation, UNKNOWN OWNERS and NONRECORD CLAIMANTS,)	Chicago, IL 60659
)	
Defendants.)	

LOSS MITIGATION AFFIDAVIT

1. I, Jeff Nolan, am currently a Vice President and Asset Manager at Capital Crossing Servicing Company, LLC. Capital Crossing Servicing Company, LLC is the loan servicer for Phoenix NPL, LLC (“Phoenix”). Phoenix is the mortgagee in this action as defined in Section 15-1208 of the Illinois Mortgage Foreclosure Law. I am authorized to act on behalf of Phoenix.

2. With respect to the subject mortgage loan, my employer is the appropriate entity to extend loss mitigation, if any, to the mortgagor(s), as defined in Section 15-1209 of the Illinois Mortgage Foreclosure Law.

3. I have performed or caused to be performed a review of the records maintained in the ordinary course of the business of my employer relating to the subject mortgage loan, and based upon that review:

- (a) The subject mortgage loan is a commercial loan.
- (b) There are no in-house loss mitigation programs that apply to this loan. To my knowledge, there are no loss mitigation programs applicable to the mortgage loan at issue.

(c) Phoenix's loss mitigation efforts are complete.

4. The above is true and accurate to the best of my personal knowledge and based upon my review of the records as set forth above.

Affiant states nothing more.

BY: Jeff Nolan
Jeff Nolan
Vice President/Asset Manager
Capital Crossing Servicing Company, LLC

COMMONWEALTH OF MASSACHUSETTS
SUFFOLK, SS.

On this 16th day of July 2015, before me, the undersigned notary public, personally appeared Jeff Nolan, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

WITNESS my hand and official seal.

Jila Hemeon
Notary Public
[Seal]



JILA. HEMEON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 25, 2022